

7/15/2019

Amendment 5

Laboratory Services MS-IFB

MDH/OPASS 19-17846

Note: Wording being deleted via this Amendment has double strike-through, like this ~~double strike-through~~. Wording being added is bolded with double underline, like this **bolded with double underline**. Additionally, changes made to wording that was previously revised in Amendment 3 is shaded.

1. CPT Code # 86920, Crossmatch, is being deleted from the price form. A revised Price Form, marked "Revised 7/15/19", that omits this CPT Code is attached.
2. The definition of Reimbursable Test that was added in Amendment 3 is being revised as indicated below, to permit a fixed administrative type fee to be charged by the Contractor in any such situation.

1.2.31 Reimbursable Test

A laboratory test requested by a Facility that the Contractor is not able to perform in its own laboratory facilities. Because it does not perform the requested test, if reasonably possible, the Contractor must have another laboratory perform the test and must receive and pay for the resulting invoice from the laboratory that performed the test. The Contractor will be reimbursed the actual amount of the invoice it paid to the alternate testing laboratory, plus a fixed Administration Fee as quoted on the Price Form, if any. Reimbursable Test is a testing category in addition to the Tier One, Two and Three Tests described below.

3. To implement the definition change discussed in Item 2, a line is being added to the Price Form for Bidders to quote a firm fixed price as an Administrative Fee to be charged whenever a Reimbursable Test situation occurs. This new fee is incorporated into the attached, "Revised 7/15/19" Price Form.
4. In accordance with changes made to Section 3.2.18.c in Amendment 3, changes are made to definition 1.2.39, Tier Three Test, as follows.

39 Tier Three Test – Normally, Aa maximum of ten rarely (not typically ordered in the course of standard clinical care) requested laboratory tests that would otherwise be a Tier Two Test except that due to the rareness of requests or other circumstances there is not a published price for the test or the volatility of such pricing practically precludes locking the price at the 65% of list price level mandated for a Tier Two Test. **As described in Section 3.2.18 c, the Contract Monitor can approve more than 10 laboratory tests to be designated as Tier Three Tests. Tier Three Tests will be paid at the Contractor's full standard list price.**

5. In accordance with the addition of a firm fixed Administrative Fee for Reimbursable Tests as described in Items 2 and 3, Section 1.3 is being revised, as follows.

Section 1.3, Contract Type:

The Contract resulting from this solicitation shall be a combination Contract with the primary component being an Indefinite Quantity Contract with Firm Fixed Unit Prices in accordance with COMAR 21.06.03.02 & 21.06.03.06. A (2). However, these firm fixed prices are subject to adjustment as described in Sections 3.2.18 f and 3.2.22 if the first or both renewal options (see Section 1.4.4), are exercised by the Department. The secondary component of this Contract will be Cost Reimbursement with a fixed fee, if any. As described in Definition 1.2.31 and Section 3.2.23, whenever a laboratory test is performed under this Contract by other than the Contractor, the Contractor will be paid the actual cost that is charged by the laboratory that performed the test plus the firm fixed Administrative Fee quoted on the Price Form, if any.

6. In accordance with the addition of a firm fixed Administrative Fee for Reimbursable Tests as described in Items 2 and 3, Section 3.2.18.d. 3 is being revised, as follows.

Section 3.2.18. d. 3

Except for Reimbursable Tests and an associated firm fixed Administrative Fee, if any, described in the Section 1.2 Definitions and Section 3.2.23, the prices contained in the documents referred to in this Section 3.2.18 and the Stat Test fee per pick up/call entered on the Bid Form are the only charges that may be billed to MDH Facilities. All other costs, such as those listed below, must be factored into the price of the individual test procedures. The listing below is not intended to be an all-inclusive listing of the items needed to perform the required services, but rather examples of the sorts of costs that are to be factored into the price of the individual test procedures and the total Bid:

7. In accordance with the addition of a firm fixed Administrative Fee for Reimbursable Tests as described in Items 2 and 3, Section 3.2.18 e is being revised as follows, including the addition of a new section 3.2.18.e.3.

Section 3.2.18 e.

1. Within ~~30~~ 15 days after the end of each month of the Contract, except for the last month, the Contractor shall either provide its most recent Laboratory Test Schedule, showing new tests available from the Contractor or tests that have been deleted or replaced during the month being reported, or a statement that its previously provided Laboratory Test Schedule is still current ~~of a new test being available from the Contractor or if a test is deleted or replaced, a~~
2. Any revised Laboratory Test Schedule is to be submitted to the Contract Monitor and each Facility Contract Administrator. The update shall note any test deleted or replaced and include only the name and price of any new test. Except as described in Section 3.2.18.e.3, ~~The Contractor shall not change prices for any test listed on~~

the initial or previously updated version of the Laboratory Test Schedule. Upon submissions of a revised Laboratory Test Schedule with one or more new tests and associated routine price(s), the 65% price level will be calculated and will then become a firm fixed price for this/these new test(s) for the remainder of the initial three (3)-year Contract term. Upon the exercising of a renewal option, all base Contract term pricing is subject to adjustment as described in Sections 3.2.18 f and 3.2.22.

3. In extreme circumstances the Contractor can request the Contract Monitor to permit a price change for a new test that replaces a previously available test. Normally, as described in Section 3.2.18 e.2, if the Contractor replaces a given laboratory test with another test, the price of the replacement test must be the same as the price paid for the test being replaced. However, it is recognized that there could be extraordinary circumstances when maintaining the same price as previously may not be appropriate.

Examples of such extraordinary circumstances include, but may not be limited to:

- if an individual test ceases to be performed individually and is incorporated into a new test panel; or,**
- if new test is performed in a significantly different manner such that it results in greater accuracy but at a much greater expense; or,**
- if due to regulatory changes a test must be performed in a different, more expensive manner.**

If the Contractor believes that it should be permitted a price change for a replacement test because of an extraordinary circumstance, it should submit a written request for a price adjustment to the Contract Monitor and provide the Contract Monitor with a complete explanation why it believes the price adjustment is justified. The Contract Monitor, in his sole discretion, can accept or reject that a requested price change due to extraordinary circumstances is merited. And even if the Contract Monitor accepts that special circumstances exist such that a price adjustment is merited, he can approve a lower price adjustment than the Contractor requested.

8. In accordance with the addition of a firm fixed Administrative Fee for Reimbursable Tests as described in Items 2 and 3, Section 3.2.123 is being revised as follows.

3.2.23 Reimbursement for Tests Provided by Another Laboratory

- a. **As described in Sections 1.3 and 3.2.18 a, the Contractor must provide firm fixed prices for all tests contained on the Price Form. As described in Section 3.2.18 d and e, the Contractor must also provide a copy of its Laboratory**

Test Schedule and must both update that Schedule monthly and agree to be paid 65% of its Schedule price when the test is first listed on the Schedule.

- b. However, it is possible over the course of the Contract that a laboratory test may be requested by a Facility that the Contractor does not perform. In any such situation the Contractor shall attempt to identify another testing laboratory to perform the test. Upon identification of a laboratory that can perform the required test, the Contractor shall provide the appropriate Facility Contract Administrator with the identity of the laboratory that can provide the test, any noteworthy circumstances concerning the test, such as the projected completion timeframe, and the price. If more than one alternative laboratory can perform the test, the Contractor shall inform the Facility Contract Monitor of all circumstances of the multiple testing locations, to include the price for each and the test completion timeframe. If the Facility Contract Administrator approves the completion of the test by other than the Contractor in this circumstance, the Contractor shall have the required test performed by the laboratory selected by the Facility Contract Monitor.
 - c. In any instance when a required test is performed by other than the Contractor, the Contractor shall attempt to negotiate as low a price as possible for the performance of the test, using its best judgment as to the appropriateness of its final negotiated price.
 - d. The Contractor shall receive and pay for the resulting invoice from the testing laboratory.
 - e. The final price charged by the alternate laboratory shall be passed-through to the requesting Facility, without markup or additional charge or fee, and without the alternate laboratory performed test being designated as either a Tier 2 or a Tier 3 test. Instead, such a test will be designated as a Reimbursable Test, as described in Sections 1.2 and 1.3. The requesting Facility shall pay the Contractor the exact amount the Contractor paid to the laboratory that performed the test, plus the firm fixed Administrative Fee quoted by the Contractor on the Price form, if any.
9. In accordance with the addition of a firm fixed Administrative Fee for Reimbursable Tests as described in Items 2 and 3, Section 3.6.2 is being revised as follow.

3.6.2 Invoicing and payment for all tests other than third party insurers

- 1. Invoices shall be submitted monthly to the MDH Facility's Business Office and shall be received no later than the 15th of the month following the month in which services were provided. Invoices shall include, at a minimum:
 - a. Contractor's name, address and federal ID #
 - b. Invoice Date

- c. Total amount of the invoice
- d. Detailed support of the total amount of the invoice. Specifically, and chronologically by date of service:
 - 1) Patient's full name;
 - 2) The CPT (Current Procedural Terminology) code for each test performed; and
 - 3) The price of each individual test or battery of tests, including STAT tests, shall be as listed on the Bid Form or, for tests not listed on the Bid Form, **except for Tier Three Tests**, at 65% of the rate for the test as listed in the Laboratory Test Schedule that was submitted with this Bid or subsequently updated. (See Section 3.2.18.)
 - 4) **Invoices for Reimbursable Tests shall include a copy of the invoice from the laboratory that performed the test for which reimbursement is sought, along with all identifying information concerning the resident being tested and a statement that the Contractor attempted to negotiate what it considers a fair and reasonable price for the test. In addition, for each such test the Contractor may add the Administrative Fee it quoted on the Price Form, if any.**
 - 5.) **For Tier Three Tests, the Contractor will be paid at its full normal list price, provided the Contractor provides evidence satisfactory to the Contract Monitor that the invoiced price is its normal list price.**